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 CLOUDNINE RESORT CLUBS - SKY LODGE LLC
 PO BOX 683300
 PARK CITY UT 84068-3300

46-90 Page 1 of 45

Utah
 tax rates,
 forms
 & pubs

tax.utah.gov

Utah State Tax Commission
 210 N 1950 W • Salt Lake City, UT 84134-0400

Sales and Use Tax Return Single Place of Business

TC-62S

Rev. 5/09

TF

Acct. #: 12404852 002 STC

Period: 12012009 12312009
 FROM (mmddyyyy) TO (mmddyyyy)

Return Due Date: 02012010
 (mmddyyyy)

401966 Use this PIN to file online at taxexpress.utah.gov

Check here if this is an AMENDED return. Enter
 the correct TAX PERIOD (above) being amended.

Check here to STOP receiving PAPER FORMS.

Check here to close your account.

THIS RETURN MUST BE FILED, EVEN IF NO TAX IS DUE.

- | | | | |
|---|------|--------|----|
| 1. Total sales of goods and services | • 1 | 452319 | 35 |
| 2. Exempt sales included in line 1 | • 2 | 0 | |
| 3. Taxable sales (line 1 minus line 2) | • 3 | 452319 | 35 |
| 4. Goods purchased tax free and used by you | • 4 | 0 | |
| 5. Total taxable amounts (line 3 plus line 4) | • 5 | 452319 | 35 |
| 6. Adjustments (attach explanation showing figures) | • 6 | 0 | |
| 7. Net taxable sales and purchases (line 5 plus or minus line 6) | • 7 | 452319 | 35 |
| 8. Tax calculation | | | |
| a. Non-food and prepared food sales \$ 452319.35 (taxable sales) x 0.0745 (tax rate) | • 8a | 33697 | 79 |
| b. Grocery food sales \$ N/A (taxable sales) x 0.03 (tax rate) | • 8b | | |
| 9. Total tax (line 8a plus line 8b) | • 9 | 33697 | 79 |
| 10. Residential fuels included in line 7 \$ _____ x 0.027 | • 10 | | |
| 11. Total state and local taxes due (line 9 minus line 10) | • 11 | 33697 | 79 |
| 12. Seller discount, for monthly filers only (line 11 x 0.0131) | • 12 | 427 | 96 |
| 13. Additional grocery food seller discount, for monthly filers only (line 8b x 0.0127) N/A | • 13 | | |
| 14. NET TAX DUE (line 11 minus line 12, minus line 13) | • 14 | 33269 | 83 |

☐ Check here if payment is made by electronic
 funds transfer for TAX TYPE CODE 0400.

I declare under the penalties provided by law that, to the best of my knowledge, this is a true and correct return.

Authorized Signature

Date

Telephone

USTC use only



Return the original form;
 make a copy for your records.

Utah State Tax Commission
• Salt Lake City, UT 84134 • tax.utah.gov

Rev. 8/07

Transient Room Tax Return

CLLOUDNINE RESORT CLUBS - SKY LODGE LLC
PO BOX 683300
PARK CITY UT 84068-3300

Return Due Date: 02012010
(mmddyyyy)

Check here if this is an AMENDED return. Enter the correct TAX PERIOD (above) being amended.

THIS RETURN MUST BE FILED, EVEN IF NO TAX IS DUE.

TOTALS: • 235256.67

7057 70

I declare under the penalties provided by law that, to the best of my knowledge, this is a true and correct return.

☐ Check here if payment is made by electronic funds transfer for TAX TYPE CODE 0401.

Authorized Signature _____

Date _____

Telephone



TC-62F

Rev. 3/09

Restaurant Tax Return

Acct. #: 12404852 002 SPF

Period: 12012009 12312009
FROM (mmddyyyy) TO (mmddyyyy)Return Due Date: 02012010
(mmddyyyy)Check here if this is an AMENDED return. Enter
the correct TAX PERIOD (above) being amended.

THIS RETURN MUST BE FILED, EVEN IF NO TAX IS DUE.

1. County	2. Cnty Code	3. Total Charges for Food & Beverages (exclude exempt amounts)	4. Tax Rate	5. Tax Due (col. 3 x col. 4)
Beaver County	01000		.0100	
Box Elder County	02000		.0100	
Cache County	03000		.0100	
Carbon County	04000		.0100	
Daggett County	05000		.0100	
Davis County	06000		.0100	
Duchesne County	07000		.0100	
Emery County	08000		.0100	
Garfield County	09000		.0100	
Grand County	10000		.0100	
Iron County	11000		.0100	
Juab County	12000		.0100	
Kane County	13000		.0100	
Morgan County	15000		.0100	
Rich County	17000		.0100	
Salt Lake County	18000		.0100	
Sanpete County	20000		.0100	
Sevier County	21000		.0100	
Summit County	22000	214986 13	.0100	2149.86 86
Tooele County	23000		.0100	
Uintah County	24000		.0100	
Utah County	25000		.0100	
Wasatch County	26000		.0100	
Washington County	27000		.0100	
Wayne County	28000		.0100	
Weber County	29000		.0100	
TOTALS:		214986 13		2149.86

I declare under the penalties provided by law that, to the best of my knowledge, this is a true and correct return.

☐ Check here if payment is made by electronic
funds transfer for TAX TYPE CODE 0404.

Authorized Signature

Date

Telephone

USTC use only

Easy Street Partners, LLC

Case NO: 09-29907

Exhibit 6

General Liability Insurance

Property (fire, theft)

Vehicle

CLOUDNINE RESORTS-SKY LODGE MANAGEMENT, LLC**DBA: FIN, EASY STREET****BRASSERIE, SKY CLUB & EASY****STREET PARTNERS, LLC****INSURANCE SUMMARY****2009-2010****PROPERTY**

(not subject to audit)

Property Management - Business Income	\$	3,328,000
Spa - Business Income	\$	916,292
FIN - Business Income	\$	260,000
Brasserie - Business Income	\$	624,000
Sky Club - Business Income	\$	78,000
Bakery - Business Income	\$	78,000
Zooms - Rental Income	\$	260,000
Spa - Personal Property	\$	52,000
FIN - Personal Property	\$	291,000
Brasserie - Personal Property	\$	624,000
Sky Club - Personal Property	\$	400,400
Bakery - Personal Property	\$	78,000
Personal Property of Others	\$	10,400
Office Business Personal Property	\$	10,400
Deductible	\$	5,000

GENERAL LIABILITY

(subject to audit)

General Aggregate	\$	2,000,000
Products & Completed Operations	\$	2,000,000
Personal & Advertising Injury	\$	1,000,000
Each Occurrence	\$	1,000,000
Fire Damage Liability	\$	100,000
Medical Expense	\$	5,000
Restaurants - \$3,151,207		
Catering - \$280,000 sales		
Property Management - \$3,200,000 sales		
Spa - \$881,053 sales		
Liquor Liability - \$1,469,523 sales	\$	1,000,000
Garagekeepers		\$250,000
Comprehensive Deductible		\$500
Collision Deductible		\$500

TOTAL ANNUAL PREMIUM**\$ 22,079****INSURANCE COMPANY**

Colorado Casualty

AUTO COVERAGE

Liability	\$ 1,000,000
Non-owned & Hired Auto	\$ 1,000,000
Uninsured Motorists	\$ 1,000,000
Underinsured Motorists	\$ 1,000,000
Comprehensive Deductible	\$ 1,000
Collision Deductible	\$ 1,000

2008 Chevy Express Van
2008 Chevy Express Van

TOTAL ANNUAL PREMIUM

\$ 3,472

INSURANCE COMPANY

Cincinnati Insurance

FIDELITY BOND

Employee Dishonesty	\$ 500,000
Forgery or Alteration	\$ 500,000
Deductible	\$ 5,000

TOTAL ANNUAL PREMIUM

\$ 927

INSURANCE COMPANY

Hartford Fire Insurance Company

SPA PROFESSIONAL

Limits of Liability	\$ 1,000,000
Deductible	\$ 2,500

TOTAL ANNUAL PREMIUM

\$ 4,176

INSURANCE COMPANY

Admiral Insurance

UMBRELLA

Limits of Liability	\$ 5,000,000
SIR	\$ 10,000

TOTAL ANNUAL PREMIUM

\$ 9,882

INSURANCE COMPANY

Great American

COMMERCIAL INSURANCE

FOR

The Sky Lodge

POLICY PERIOD
11/27/09 TO 11/27/10

UMBRELLA POLICY

PRESENTED BY
CELIA NASH INSURANCE

SENTRY WEST INSURANCE SERVICES

3860 South 2300 East
Salt Lake City, UT 84109
Phone (801) 272-8468 Fax (801) 277-3511

SentryWest Insurance Services

www.sentrywest.com

3860 South 2300 East
Salt Lake City, UT, 84109

PO BOX 9289
Salt Lake City, UT, 84109

Thank you! We value the opportunity you have provided for SentryWest to serve your insurance needs. The following will be the team assigned to support your needs. Please contact us with any questions regarding your policy, changes in exposures, claims issues or any general questions.

Your SentryWest Service Team

Account Executive: Craig R. Crockett craig.crockett@sentrywest.com 801.308.2048

Account Managers: Claims / Accounting / Billing

Shelli Jones shelli.jones@sentrywest.com 801.308.2101

Alaina Ollerton alaina.ollerton@sentrywest.com 801.308.2088

Certificates of Insurance:

Please e-mail requests to shelli.jones@sentrywest.com. Include the name, address and e-mail or fax number to be used in providing the certificate. If the request is for an additional insured please include an explanation of the reason for coverage request.

Office Contact Information

Local 801.272.8468
Toll Free 800.328.1827
Fax 801.277.3511





COMMERCIAL UMBRELLA LIABILITY COVERAGE

Named Insured:	Paramount Real Estate Group, Inc.
Address:	c/o Paramount Programs, Inc. One Reservoir Corporate Centre 4 Research Drive, Suite 402 #121 Shelton CT 06484
Limits of Insurance:	\$10,000,000 Each Occurrence - Policy Limit \$10,000,000 General Aggregate - Policy Limit \$10,000,000 Products/Completed Operations Aggregate - Policy Limit \$250,000 Crisis Response Limit of Insurance \$50,000 Excess Casualty Crisis Fund Limit of Insurance
Self Insured Retention:	\$10,000 Each Occurrence
Insuring Companies:	National Union Fire Insurance Company of Pitt - Admitted
Insured Purchasing Group Member:	The Union Square Owners Association dba The Sky Lodge P O Box 683300 Park City, UT 84068
Policy Number:	PRMT015153338-18368
Member Policy Period:	From: 11/27/2009 To: 11/27/2010 at 12:01 a.m. Standard Time at the address of the Named Participant
Producer:	Sentry West Insurance

NOTE: Members of the Paramount Real Estate Group, Inc. may not be protected by the insurance insolvency guarantee fund and/or insurance laws and regulations of their domiciled or resident state. Receipt of and/or failure to promptly return this Insuring Agreement constitutes acceptance by the Insured listed above to membership in and adherence to the Membership Agreement and Terms and Conditions of Use of the Paramount Real Estate Group. <http://theparamountrealestategroup.com/>

Program Administrator: Great Point Insurance Services, Inc.
500 West Putnam Avenue, Suite 400
Greenwich, CT 06831
Phone and Fax (877) 505-3226
www.greatpointins.com

These Declarations together with the policy jacket containing the policy provisions, forms and endorsements indicated above; if any, issued form a part thereof, complete the above numbered policy.

Authorized Representative:

Date: January 11, 2010



Umbrella Prime®
Commercial Umbrella Liability Policy With CrisisResponse®

DECLARATIONS

The company issuing this policy is indicated by an "X" in the box to the left of the company's name.

- | | |
|---|--|
| <input type="checkbox"/> AIG Casualty Company | <input type="checkbox"/> Granite State Insurance Company |
| <input type="checkbox"/> AIU Insurance Company | <input type="checkbox"/> Illinois National Insurance Company |
| <input type="checkbox"/> American Home Assurance Company | <input type="checkbox"/> National Union Fire Insurance Company of Louisiana |
| <input type="checkbox"/> American International Pacific Insurance Company | <input checked="" type="checkbox"/> National Union Fire Insurance Company of Pittsburgh, Pa. |
| <input type="checkbox"/> American International South Insurance Company | <input type="checkbox"/> New Hampshire Insurance Company |
| <input type="checkbox"/> Commerce & Industry Insurance Company | <input type="checkbox"/> The Insurance Company of the State of Pennsylvania |

(each of the above being a capital stock company)

Executive Offices: 70 Pine Street, New York, NY 10270
Telephone No. 212-770-7000

POLICY NUMBER: PRMT 015153338

RENEWAL OF: 017492383

ITEM 1. NAMED INSURED: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO
DGE

MAILING ADDRESS: 201 HEBER AVE
PARK CITY, UT 84060

ITEM 2. POLICY PERIOD: FROM: November 27, 2009 TO: November 27, 2010
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

ITEM 3. LIMITS OF INSURANCE

The Limits of Insurance, subject to the terms of this policy, are:

- | | |
|-----------------|--|
| A. \$10,000,000 | Each Occurrence |
| B. \$10,000,000 | General Aggregate (in accordance with Section IV. Limits of Insurance) |
| C. \$10,000,000 | Products-Completed Operations Aggregate (in accordance with Section IV. Limits of Insurance) |
| D. \$250,000 | CrisisResponse Sublimit of Insurance |
| E. \$50,000 | Excess Casualty CrisisFund Limit of Insurance |

ITEM 4. SCHEDULED UNDERLYING INSURANCE - See Schedule of Underlying Insurance

ITEM 5. SELF-INSURED RETENTION - \$10,000 Each Occurrence

ITEM 6. PREMIUM AND PREMIUM COMPUTATION

ESTIMATED TOTAL ANNUAL EXPOSURE	
RATES PER	FLAT
MINIMUM PREMIUM	\$1,200.00
ADVANCE PREMIUM	\$1,200.00

ITEM 7. THIS POLICY INCLUDES THESE ENDORSEMENTS AT INCEPTION DATE: SEE ATTACHED SCHEDULE

PRODUCER NAME: GREAT POINT INSURANCE SERVICE
ADDRESS: 1248 POST ROAD
FAIRFIELD, CT 06824


Christopher G. Kopser

Authorized Representative or
Countersignature (Where Applicable)

Date

80518 (10/04)
AH0876

Issue Date: 11/25/09

SCHEDULE OF UNDERLYING INSURANCE

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO
DGE

Policy Number: PRMT015153338

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

TYPE OF POLICY
OR COVERAGEINSURER, POLICY NO.
AND POLICY PERIODLIMITS

GENERAL LIABILITY

Philadelphia
Indemnity Insurance
Company
11/27/09
11/27/10


\$1,000,000
PER OCCURRENCE
\$3,000,000
GENERAL AGGREGATE
\$3,000,000
PRODUCTS & COMPLETED OPS.
AGGREGATE
Defense Expenses are
in addition to the limit

AUTO LIABILITY
(HIRED AND NON-OWNED)

Philadelphia
Indemnity Insurance
Company
11/27/09
11/27/10

\$1,000,000
COMBINED SINGLE LIMIT

Defense Expenses are
in addition to the limit


Christopher G. Kopser

AUTHORIZED REPRESENTATIVE

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COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group

SCHEDULE OF UNDERLYING POLICIES AT INCEPTION

Insured Purchasing Group Member The Union Square Owners Association dba The Sky Lodge
Policy Number PRMT015153338-18368

COVERAGE General Liability

Carrier Philadelphia Indemnity

Limits \$1,000,000 Each occurrence

\$3,000,000 General Aggregate

\$3,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Premium TBD

Term 11/27/09-11/27/10

COVERAGE Auto Liability Including Hired & Non-Owned

Carrier Philadelphia Indemnity

Limits \$1,000,000 C S L

Premium TBD

Term 11/27/09-11/27/10

COMMERCIAL UMBRELLA LIABILITY COVERAGE**Paramount Real Estate Group****LOCATIONS COVERED AT INCEPTION**

Insured Purchasing Group Member The Union Square Owners Association dba The Sky Lodge
Policy Number PRMT015153338-18368

Location	Address	City	State	Zip Code
1	201 Heber Avenue	Park City	UT	84068

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COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group

NAMED INSUREDS COVERED AT INCEPTION

Insured Purchasing Group Member The Union Square Owners Association dba The Sky Lodge
Policy Number PRMT015153338-18368

No.	Named Insured
1	The Union Square Owners Association dba The Sky Lodge

FORMS SCHEDULE

Named Insured: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY-LO
DGE
Policy Number: PRMT015153338
Effective 12:01 AM: November 27, 2009

End't. No.	Form Name	Form Number/ Edition Date
	UMB PRIME DEC	80518 (10/04)
	UMB PRIME JACKET	80517 (05/06)
	POLICYHOLDER DISC - NOTICE OF TERRORISM INS COVG	96556 (01/08)
1	ACT OF TERRORISM SIR ENDORSEMENT	83049 (03/06)
2	AUTOMOBILE LIABILITY FOLLOW-FORM ENDORSEMENT	80398 (07/02)
3	AGGREGATE LIMIT ENDT WITH PRODUCTS-COMPLETED	95116 (07/07)
4	COMMERCIAL GENERAL LIABILITY LIMIT. ENDT	87043 (11/04)
5	COVERAGE TERRITORY ENDT.	89644 (07/05)
6	CRISISRESPONSE COVERAGE ENHANCEMENT ENDORSEMENT	94621 (05/07)
7	CONSTRUCTION EXCLUDED HAZARDS EXCLUSION ENDORSEMEN	95118 (07/07)
8	COVERAGE LIMITED TO DESIGNATED PREMISES ENDORSEMEN	97230 (08/09)
9	DUTIES IN THE EVENT OF AN OCCURRENCE, CLAIM, OR SU	83687 (08/08)
10	DEFINITION OF INSURED AMENDATORY ENDORSEMENT (PROG	95122 (07/07)
11	EMP.LIAB.STOP-GAPLMT.ENDT	82616 (05/06)
12	EMPLOYEE BENEFITS LIABILITY FOLLOW FORM ENDORSEMEN	95124 (07/07)
13	FOREIGN LIABILITY EXCLUSION	80431 (07/02)
14	FUNGUS EXCLUSION ENDT	82449 (06/03)
15	KNOWLEDGE OF OCCURRENCE ENDORSEMENT (RISK MANAGEME	95125 (07/07)
16	LEAD EXCL ENDORSEMENT (PROGRAMS ONLY)	99794 (08/08)
17	MARINE LIABILITY EXCLUSION	80445 (07/02)
18	PARAMOUNT - NAMED INSURED AMENDATORY ENDORSEMENT	97593 (03/08)
19	REAL ESTATE ADV COV ENHANCEMT (PROGRAMS)	101112 (03/09)
20	REAL ESTATE ADV NAMED PERIL & TIME ELEMENT POLLUTI	101113 (03/09)
21	SPEC. OPS/RISKS EXCL. ENDT. (PARAMOUNT)	96415 (10/07)
22	UTAH AMENDATORY ENDT	69105 (11/97)
23	VIOLATION OF ECONOMIC OR TRADE SANCTIONS COND. AM	99497 (06/08)
24	WATER SPORTS EXCLUSION ENDORSEMENT	95135 (07/07)

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COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group

FORMS AND ENDORSEMENTS SCHEDULED

Lodge	Insured/Purchasing Group Member: The Union Square Owners Association dba The Sky	Policy Number: PRMT015153338-18368
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It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

Umbrella Prime Dec
 Schedule of Underlying
 Umbrella Prime Jacket
 Act of Terrorism Self-Insured Retention Endorsement (\$1,000,000)
 Aggregate Limit Endorsement with Products-Completed Operations Hazard Limitation (Programs)
 AIG Real Estate Advantage Named Peril and Time Element Pollution Self-Insured Retention Endorsement (Programs)
 Anti Stacking Endorsement
 Armed Guards Exclusion
 Automobile Liability Follow-Form Endorsement
 Commercial General Liability Limitation Endorsement
 Condominium/Co-Operative Directors and Officers Liability Limitation Endorsement (Without Employment Related Practices Exclusion) (Programs)
 Construction Excluded Hazards Exclusion Endorsement (Construction Operations, EIFS, and Wrap-Ups)
 Coverage Limited to Designated Premises Endorsement (Programs-Group Policy Version)
 Coverage Territory Endorsement
 CrisisResponse Coverage Enhancement Endorsement
 Definition of Insured Amendatory Endorsement (Programs)
 Diving Boards Exclusion Endorsement (Programs)
 Duties in the Event of an Occurrence, Claim or Suit and Schedule A Approved Crisis Management Firms
 Employee Benefits Liability Follow Form Endorsement
 Employers Liability
 Employers' Liability/Stop Gap Limitation Endorsement
 Foreign Liability Exclusion
 Fungus Exclusion Endorsement
 Knowledge of Occurrence (Risk Management Department and Corporate Officer)
 Lead Exclusion Endorsement (Programs Version)
 Limits of Insurance for Policy Term Endorsement (Programs Version)
 Marine Liability Exclusion
 Named Insured Amendatory Endorsement
 Nightclub Exclusion
 Policyholder Disclosure Notice of Terrorism Insurance Coverage
 Policyholder Notice
 Real Estate Advantage Coverage Enhancement Endorsement (Programs)
 Specified Operations / Specified Risk Excl End (Programs)
 State Specific Endorsement
 Uninsured/Underinsured Motorists Coverage Endorsement
 Violation of Economic or Trade Sanctions Condition Amendment Endorsement
 Water Sports Exclusion Endorsement

The following endorsements apply only if your insured is domiciled in the specified State:

Employers Liability
 Texas Employers Liability Endorsement (Defense Expenses Inside Retained Limit)
 Texas Employers Liability Endorsement (Defense Outside)

Uninsured/Underinsured
 State of Louisiana - Uninsured/Underinsured Motorist
 Vermont Uninsured/Underinsured Notice
 FL Uninsured Motorist Notice
 WV Uninsured/Underinsured Renewal Notice
 WV Uninsured/Underinsured New Business Notice
 WV Option Excess Uninsured Motor Vehicle
 New Hampshire Notice - Uninsured Motorists Coverage (Umbrella/Excess)

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group

SUMMARY OF EXPOSURES COVERED AT INCEPTION

Insured/Purchasing Group Member: The Union Square Owners Association dba The Sky Lodge

Policy Number: PRMT015153338-18368

22 Timeshare Units
1 Pool
63,780 Retail Square Feet

Umbrella Prime®
Commercial Umbrella Liability Policy With CrisisResponse®

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations and any other person or organization qualifying as a **Named Insured** under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word **Insured** means any person or organization qualifying as such under Section VII. Definitions.

Except for headings, words that appear in bold print have special meaning. See Section VII. Definitions.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY

A. We will pay on behalf of the **Insured** those sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law because of **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** to which this insurance applies or because of **Bodily Injury or Property Damage** to which this insurance applies assumed by the **Insured** under an **Insured Contract**.

The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

B. This policy applies, only if:

1. the **Bodily Injury or Property Damage** is caused by an **Occurrence** that takes place anywhere, and the **Bodily Injury or Property Damage** occurs during the **Policy Period**; and
2. the **Personal Injury and Advertising Injury** is caused by an **Occurrence** that takes place anywhere arising out of your business, but only if the **Occurrence** was committed during the **Policy Period**.

C. 1. This policy applies to **Bodily Injury or Property Damage**, only if prior to the **Policy Period**, no **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., no executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. and no employee authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**, knew that the **Bodily Injury or Property Damage** had occurred, in whole or in part. If such an **Insured** or authorized employee knew, prior to the **Policy Period**, that the **Bodily Injury or Property Damage** had occurred, then any continuation, change or resumption of such **Bodily Injury or Property Damage** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**.

2. **Bodily Injury or Property Damage** which occurs during the **Policy Period** and was not, prior to the **Policy Period**, known to have occurred by any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. or any employee authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury or Property Damage** after the end of the **Policy Period**.

D. **Bodily Injury or Property Damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. or any employee who was authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**:

1. reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer;
 2. receives a written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage**;
or
 3. becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.
- E. Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.
- F. If we are prevented by law or statute from paying damages covered by this policy on behalf of the **Insured**, then we will indemnify the **Insured** for those sums in excess of the **Retained Limit**.

II. INSURING AGREEMENT-CRISISRESPONSE® AND EXCESS CASUALTY CRISISFUND®

A. CrisisResponse

We will advance **CrisisResponse Costs** directly to third parties on behalf of the **Named Insured**, regardless of fault, arising from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the **CrisisResponse Sublimit of Insurance**.

B. Excess Casualty CrisisFund

We will pay **Crisis Management Loss** on behalf of the **Named Insured** arising from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the **Excess Casualty CrisisFund Limit of Insurance**.

- C. A **Crisis Management Event** will first commence at the time during the **Policy Period** when a **Key Executive** first becomes aware of an **Occurrence** that gives rise to a **Crisis Management Event** and will end when we determine that a crisis no longer exists or when the **CrisisResponse Sublimit of Insurance** has been exhausted, whichever occurs first.
- D. There will be no **Retained Limit** applicable to **CrisisResponse Costs** or **Crisis Management Loss**.
- E. Any advancement of **CrisisResponse Costs** or payment of **Crisis Management Loss** that we make under the coverage provided by this Section II. will not be a determination of our obligations under this policy, nor create any duty to defend any **Suit** under any other part of this policy.

III. DEFENSE PROVISIONS

- A. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** covered by this policy, even if the **Suit** is groundless, false or fraudulent when:
1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by payment of **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted; or
 2. the damages sought because of **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** would not be covered by **Scheduled Underlying Insurance** or any applicable **Other Insurance**, even if the total applicable limits of either the **Scheduled Underlying Insurance** or any applicable **Other Insurance** had not been exhausted by the payment of **Loss**.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

- B. We will have no duty to defend the **Insured** against any **Suit** seeking damages for **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** to which this insurance does not apply.
- C. When we assume the defense of any **Suit** against the **Insured** that seeks damages covered by this policy, we will:
1. investigate, negotiate and settle the **Suit** as we deem expedient; and
 2. pay the following supplementary payments to the extent that such payments are not covered by **Scheduled Underlying Insurance** or any applicable **Other Insurance**:
 - a. premiums on bonds to release attachments for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
 - b. premiums on appeal bonds required by law to appeal a judgment in a **Suit** for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
 - c. all court costs taxed against the **Insured** in the **Suit**;
 - d. pre-judgment interest awarded against the **Insured** on that part of the judgment within the applicable Limits of Insurance of this policy we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest accruing after we make such offer;
 - e. post-judgment interest that accrues after entry of judgment on that part of the judgment within the applicable Limits of Insurance of this policy we pay and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and
 - f. the **Insured's** expenses incurred at our request or with our consent.
- D. Except as provided in Paragraph A. above, we will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.
- E. We will not defend any **Suit**, or pay any attorney fees or litigation expenses including, without limitation, the expenses described in Paragraph C. above that accrue after the applicable Limits of Insurance of this policy have been exhausted by the payment of **Loss** and we will have the right to withdraw from the further defense of such **Suit** by tendering control of said defense to the **Insured**.

IV. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 3. of the Declarations and the rules below state the most we will pay for all damages under this policy regardless of the number of:
1. **Insureds**;
 2. claims made or **Suits** brought;
 3. persons or organizations making claims or bringing **Suits**; or
 4. coverages provided under this policy.
- B. The General Aggregate Limit stated in Item 3. of the Declarations is the most we will pay for all damages under this policy, except for:
1. damages included within the **Products-Completed Operations Hazard**; and
 2. damages because of **Bodily Injury** or **Property Damage** to which this policy applies, caused by an **Occurrence** and resulting from the ownership, maintenance or use of an **Auto** covered under **Scheduled Underlying Insurance**.

- C. The Products-Completed Operations Aggregate Limit stated in Item 3C. of the Declarations is the most we will pay for all damages included in the **Products-Completed Operations Hazard**.
- D. Subject to Paragraphs B. and C. above, the Each Occurrence Limit stated in Item 3A. of the Declarations is the most we will pay for the sum of all damages arising out of any one **Occurrence**.
- E. Subject to Paragraphs B. and C. above, the most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written **Insured Contract** to provide insurance such as is afforded by this policy is the lesser of the Limits of Insurance shown in Item 3. of the Declarations or the minimum Limits of Insurance you agreed to procure in such written **Insured Contract**.
- F. This policy applies only in excess of the **Retained Limit**. If however, a policy shown in the Schedule of Underlying Insurance forming a part of this policy has a limit of insurance:
1. greater than the amount shown in such schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or
 2. less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.
- G. If the total applicable limits of **Scheduled Underlying Insurance** are reduced or exhausted by the payment of **Loss** to which this policy applies and the total applicable limits of applicable **Other Insurance** are reduced or exhausted, we will:
1. in the event of reduction, pay excess of the remaining total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance**; and
 2. in the event of exhaustion, continue in force as underlying insurance.
- H. Expenses incurred to defend any **Suit** or to investigate any claim will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if such expenses reduce the applicable limits of **Scheduled Underlying Insurance**, then such expenses will reduce the applicable Limits of Insurance of this policy.
- I. The **CrisisResponse Sublimit of Insurance** is the most we will pay for all **CrisisResponse Costs** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **CrisisResponse Sublimit of Insurance** will be part of, not in addition to, the applicable Limit of Insurance.
- J. The **Excess Casualty CrisisFund Limit of Insurance** is the most we will pay for all **Crisis Management Loss** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **Excess Casualty CrisisFund Limit of Insurance** will be in addition to the applicable Limit of Insurance.
- K. We will have no obligation to advance **CrisisResponse Costs** when we determine that a **Crisis Management Event** has ended or when the **CrisisResponse Sublimit of Insurance** has been exhausted, whichever occurs first.
- L. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the **Policy Period** shown in the Declarations, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this policy.
- M. We will not make any payment under this policy unless and until:
1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by the payment of **Loss** to which this policy applies and any applicable **Other Insurance** have been exhausted by the payment of **Loss**; or

2. the total applicable **Self-Insured Retention** has been satisfied by the payment of **Loss** to which this policy applies.

When the amount of **Loss** has been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the **Insured** the amount of such **Loss** falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

V. EXCLUSIONS

A. Aircraft and Watercraft

This insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and loading and unloading.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Occurrence** which caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any **Insured**.

This exclusion does not apply to a watercraft you do not own that is:

1. less than 26 feet long; and
2. not being used to carry persons or property for a charge.

B. Asbestos

This insurance does not apply to any liability arising out of:

1. the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials, asbestos fibers or asbestos dust;
2. any obligation of the **Insured** to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
3. any obligation to defend any **Suit** or claim against the **Insured** that seeks damages if such **Suit** or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

C. Contractual Liability

This insurance does not apply to any liability for which the **Insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. that the **Insured** would have in the absence of a contract or agreement; or
2. assumed in an **Insured Contract**, provided **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the **Insured Contract**. Solely for the purposes of liability assumed in an **Insured Contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be damages because of **Bodily Injury** or **Property Damage** and included in the Limits of Insurance of this policy, provided:
 - a. liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured Contract**; and

- b. such attorney fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged.

D. Damage to Impaired Property or Property Not Physically Injured

This insurance does not apply to **Property Damage to Impaired Property** or property that has not been physically injured, arising out of:

1. a defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**; or
2. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

E. Damage to Property

This insurance does not apply to **Property Damage** to:

1. property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;
3. property loaned to you;
4. personal property in the care, custody or control of the **Insured**;
5. that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **Property Damage** arises out of those operations; or
6. that particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it.

Paragraph 2. of this exclusion does not apply if the premises are **Your Work** and were never occupied, rented or held for rental by you.

Paragraphs 3., 4., 5. and 6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6. of this exclusion does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.

F. Damage to Your Product

This insurance does not apply to **Property Damage to Your Product** arising out of it or any part of it.

G. Damage to Your Work

This insurance does not apply to **Property Damage to Your Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

H. Electronic Chatrooms or Bulletin Boards and Electronic Data

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control. Additionally, this insurance does not apply to damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, "electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

I. Employees and Volunteers

This insurance does not apply to liability of any employee or volunteer qualifying as an **Insured** under this policy arising out of **Bodily Injury, Property Damage or Personal Injury and Advertising Injury**:

1. to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to an employee of yours while in the course of his or her employment or performing duties related to the conduct of your business, or to another volunteer of yours while performing duties related to the conduct of your business;
2. to the spouse, child, parent, brother or sister of such injured employee or volunteer as a consequence of subparagraph 1. above;
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraphs 1. or 2. above; or
4. arising out of his or her providing or failing to provide professional health care services.

Paragraphs 1., 2. and 3. shall not apply to any liability arising out of **Bodily Injury or Personal Injury and Advertising Injury** if such coverage is provided by **Scheduled Underlying Insurance**. Coverage under this policy for **Bodily Injury or Personal Injury and Advertising Injury** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy**. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

J. Employment Practices

This insurance does not apply to any liability arising out of:

1. failure to hire any prospective employee or any applicant for employment;
2. dismissal, discharge or termination of any employee;
3. failure to promote or advance any employee; or
4. employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective employee, including, but not limited to:
 - a. coercion, harassment, humiliation or discrimination;
 - b. demotion, evaluation, reassignment, discipline, or retaliation;
 - c. libel, slander, humiliation, defamation, or invasion of privacy; or
 - d. violation of civil rights.

This exclusion applies:

1. whether the **Insured** may be liable as an employer or in any other capacity; and
2. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

K. Expected or Intended Injury

This insurance does not apply to **Bodily Injury and Property Damage** expected or intended from the standpoint of the **Insured**. However, this exclusion does not apply to **Bodily Injury or Property Damage** resulting from the use of reasonable force to protect persons or property.

L. Infringement of Copyright, Patent, Trademark or Trade Secret

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your **Advertisement**, of copyright, trade dress or slogan.

M. Liquor Liability

This insurance does not apply to **Bodily Injury or Property Damage** for which any **Insured** may be held liable by reason of:

1. causing or contributing to the intoxication of any person;
2. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, this exclusion will not apply if coverage is provided for such **Bodily Injury or Property Damage** by **Scheduled Underlying Insurance**.

Coverage under this policy for such **Bodily Injury or Property Damage** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

N. Media and Internet Type Businesses

This insurance does not apply to **Personal Injury and Advertising Injury** committed by any **Insured** whose business is:

1. advertising, broadcasting, publishing or telecasting;
2. designing or determining content of web-sites for others; or
3. an Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs U1., U2. and U3. of Section VII.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

O. "No-Fault," "Uninsured Motorist" or "Underinsured Motorist" Laws

This insurance does not apply to any obligation of the **Insured** under any "No-Fault," "Uninsured Motorist" or "Underinsured Motorist" law, or any similar law.

P. Nuclear Liability

This insurance does not apply to:

1. any liability:

- a. with respect to which the **Insured** is also an **Insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability;
- b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment or revision thereto, or any similar law; (2) the **Insured** is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or an agency thereof with any person or organization;
- c. for **Bodily Injury or Property Damage** resulting from the hazardous properties of nuclear material if:
 - i) the nuclear material (1) is at any nuclear facility owned by the **Insured** or operated by the **Insured** or on the **Insured's** behalf or (2) has been discharged or dispensed therefrom;
 - ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by the **Insured** or on the **Insured's** behalf; or
 - iii) the **Bodily Injury or Property Damage** arises out of the furnishing by the **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to **Property Damage** to such nuclear facility and any property thereat.

2. As used in this exclusion:

- a. "hazardous properties" includes radioactive, toxic or explosive properties;
- b. "nuclear material" means source material, special nuclear material or by-product material;
- c. "source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any amendment or revision thereto;
- d. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- e. "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility below;
- f. "nuclear facility" means:
 - i) any nuclear reactor;
 - ii) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging wastes;
 - iii) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the **Insured's** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - iv) any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and

includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- g. "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- h. **Property Damage** includes all forms of radioactive contamination of property.

Q. Pollution

This insurance does not apply to:

- 1. Any **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere at any time;
- 2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
- 3. Any loss, cost or expense arising out of any claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **Pollutants**.

However, Paragraph 1 of this exclusion will not apply if coverage for such **Bodily Injury or Property Damage** as is described in subparagraphs 1) through 6) below is provided by **Scheduled Underlying Insurance**:

1) Products-Completed Operations Hazard

Paragraph 1. of this exclusion does not apply with respect to **Bodily Injury or Property Damage** included within the **Products-Completed Operations Hazard** provided that **Your Product or Your Work** has not at any time been:

- a) discarded, dumped, abandoned, thrown away; or
 - b) transported, handled, stored, treated, disposed of or processed as waste;
- by anyone.

2) Hostile Fire

Paragraph 1. of this exclusion does not apply with respect to **Bodily Injury or Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**.

3) Equipment to Cool, Dehumidify, or Heat the Building and Contractor/Lessee Operations

Paragraph 1. of this exclusion does not apply to:

- a) **Bodily Injury** sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests;
- b) **Bodily Injury or Property Damage** for which you may be held liable if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional **Insured** with respect to your ongoing operations performed for that additional **Insured** at such premises, site or location, and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **Insured**, other than the additional **Insured**.

4) Fuels, Lubricants and Other Operating Fluids - Mobile Equipment

Paragraph 1. of this exclusion does not apply to:

- a) **Bodily Injury or Property Damage** arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of **Mobile Equipment** or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **Bodily Injury or Property Damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured contractor or subcontractor; or
- b) **Bodily Injury or Property Damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

5) **Fuels, Lubricants, Fluids, etc. - Auto**

Paragraph 1. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an **Auto** covered by **Scheduled Underlying Insurance** or its parts, if:

- a) the **Pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **Auto** part designed by its manufacturer to hold, store, receive or dispose of such **Pollutants**; and
- b) the **Bodily Injury or Property Damage** does not arise out of the operation of any equipment shown in Paragraphs 6b and 6c of the definition of **Mobile Equipment**.

6) **Upset, Overturn or Damage of an Auto**

Paragraph 1. of this exclusion does not apply to **Occurrences** that take place away from premises owned by or rented to an **Insured** with respect to **Pollutants** not in or upon an **Auto** covered by **Scheduled Underlying Insurance** if:

- a) the **Pollutants** or any property in which the **Pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of an **Auto** covered by **Scheduled Underlying Insurance**; and
- b) the discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused directly by such upset, overturn or damage.

Coverage under this policy for such **Bodily Injury or Property Damage** as is described in subparagraphs 1) through 6) above will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

R. **Recall of Your Product, Your Work or Impaired Property**

This insurance does not apply to damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. **Your Product;**
2. **Your Work;** or
3. **Impaired Property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

S. **Securities**

This insurance does not apply to any liability arising out of:

1. any violation of any securities law or similar law or any regulation promulgated thereunder;
2. the purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;
3. any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
4. any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

T. Unauthorized Use of Another's Name or Product

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

U. Various Personal Injury and Advertising Injury

This insurance does not apply to **Personal Injury and Advertising Injury**:

1. caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury and Advertising Injury**;
2. arising out of oral, written or electronic publication, in any manner, of material if done by or at the direction of any **Insured** with knowledge of its falsity;
3. arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the **Policy Period**;
4. arising out of a criminal act committed by or at the direction of the **Insured**;
5. for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement;
6. arising out of a breach of contract, except an implied contract to use another's advertising idea in your **Advertisement**;
7. arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **Advertisement**; or
8. arising out of the wrong description of the price of goods, products or services stated in your **Advertisement**.

V. Various Laws

This insurance does not apply to any obligation of the **Insured** under any of the following:

1. the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law; or
2. any workers' compensation, disability benefits or unemployment compensation law, or any similar law.

W. Violation of Communication or Information Law

This insurance does not apply to any liability arising out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information.

X. War

This insurance does not apply to **Loss**, costs, injury, damage, claim, dispute and/or or suit arising therefrom, caused directly or indirectly, in whole or in part, as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes:

1. Civil war; or
2. Armed conflict between two or more nations, armed conflict between military forces of any origin, or warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

VI. CONDITIONS

A. Appeals

If the **Insured** or the **Insured's** underlying insurers do not appeal a judgment in excess of the total applicable limits of **Scheduled Underlying Insurance**, we may elect to do so. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Insurance of this policy incidental to such an appeal.

B. Audit

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

C. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of **Loss** covered by this policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under **Scheduled Underlying Insurance**.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than ninety (90) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Declarations will be sufficient to prove notice.
3. The **Policy Period** will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final Premium will not be less than the pro rata share of the Minimum Premium shown in Item 6. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 6 of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check

or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

7. The first **Named Insured** in Item 1. of the Declarations will act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Change In Control

If during the **Policy Period**:

1. the first **Named Insured** designated in Item 1. of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or
2. any person or entity acquires an amount of the outstanding ownership interests representing more than 50% of the voting or designation power for the election of directors of the first **Named Insured** designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to **Bodily Injury** and **Property Damage** that occur prior to the effective date of such transaction and **Personal Injury** and **Advertising Injury** caused by an **Occurrence** that takes place prior to the effective date of such transaction.

Coverage will be afforded by this policy for **Bodily Injury** or **Property Damage** that occurs on or after the effective date of such transaction and **Personal Injury** and **Advertising Injury** caused by an **Occurrence** that takes place on or after the effective date of such transaction if the **Named Insured** notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the **Named Insured** fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the **Named Insured** shown in Item 1. of the Declarations or the end of the **Policy Period**, whichever is earlier.

The provisions of paragraph E. shall only apply to transactions with third parties not under control or ownership of the **Named Insured** on the inception date of this policy.

F. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can be changed only by a written endorsement that we make to this policy.

G. Duties in the Event of an Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an **Occurrence** that may result in a claim or **Suit** under this policy. To the extent possible, notice should include:
 - a. how, when and where the **Occurrence** took place;
 - b. the names and addresses of any injured persons and any witnesses; and
 - c. the nature and location of any injury or damage arising out of the **Occurrence**.
2. If a claim is made or **Suit** is brought against any **Insured** which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.

Written notice should be mailed, delivered, faxed or emailed to:

AIG Domestic Claims, Inc.
Excess Casualty Claims Department
Segmentation Unit
175 Water Street, 22nd Floor
New York, NY 10038
Fax: (866) 743-4376
Email: excessfnol@aig.com

3. You and any other involved **Insured** must:

- a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**;
- b. authorize us to obtain records and other information;
- c. cooperate with us in the investigation, settlement or defense of the claim or **Suit**; and
- d. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **Insured** because of injury or damage to which this insurance may also apply.

4. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

H. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of coverage.

I. Inspection

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of your employees or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

J. Legal Actions Against Us

No person or organization has a right under this policy:

1. to join us as a party or otherwise bring us into a **Suit** asking for damages from an **Insured**; or
2. to sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured**; but we will not be liable for damages that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

K. Maintenance of Scheduled Underlying Insurance

You agree that during the **Policy Period**:

1. you will keep **Scheduled Underlying Insurance** in full force and effect;
2. the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance** will not materially change;

3. the total applicable limits of **Scheduled Underlying Insurance** will not decrease, except for any reduction or exhaustion of aggregate limits by payment of **Loss** to which this policy applies; and
4. any renewals or replacements of **Scheduled Underlying Insurance** will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

L. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this policy.

M. Premium

The first **Named Insured** designated in Item 1. of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 6. of the Declarations. At the beginning of the **Policy Period**, you must pay us the Advance Premium shown in Item 6. of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6. of the Declarations for each twelve months of the **Policy Period**.

N. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1. of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom claim is made or **Suit** is brought.

O. Transfer of Rights of Recovery

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries will be applied as follows:
 - a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
 - b. we then will be reimbursed up to the amount we have paid; and
 - c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured**, in the ratio of their respective recoveries as finally settled.

3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

P. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

Q. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

R. Violation of Economic or Trade Sanctions

If coverage for a claim or **Suit** under this Policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or **Suit** will be null and void.

VI. DEFINITIONS

- A. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. **Auto** means:

1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. any other land vehicle that is subject to a compulsory or financial responsibility law in the state where it is licensed or principally garaged.

However, **Auto** does not include **Mobile Equipment**.

- C. **Bodily Injury** means bodily injury, sickness or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

- D. **Crisis Management Event** means an **Occurrence** that in the good faith opinion of a **Key Executive** of the **Named Insured**, in the absence of **Crisis Management Services**, has or may result in:

1. damages covered by this policy that are in excess of the total applicable limits of **Scheduled Underlying Insurance** or the **Self-Insured Retention**; and
2. significant adverse regional or national media coverage.

Crisis Management Event will include, without limitation, man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink or pharmaceuticals, provided that any damages arising out of any of the aforementioned must be covered under this policy.

- E. **Crisis Management Firm** means any firm that is shown in Schedule A, Approved Crisis Management Firms attached to and forming part of this policy, which is hired by you to perform **Crisis Management Services** in connection with a **Crisis Management Event**.
- F. **Crisis Management Loss** means the following amounts incurred during a **Crisis Management Event**:
1. amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Named Insured** solely arising from a covered **Crisis Management Event**; and
 2. amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the **Named Insured** or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm**, solely arising from a covered **Crisis Management Event**.
- G. **Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the **Named Insured** on minimizing potential harm to the **Named Insured** from a covered **Crisis Management Event** by maintaining and restoring public confidence in the **Named Insured**.
- H. **CrisisResponse Costs** means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event**, provided that such expenses have been pre-approved by us and may be associated with damages that would be covered by this policy:
1. medical expenses;
 2. funeral expenses;
 3. psychological counseling;
 4. travel expenses;
 5. temporary living expenses;
 6. expenses to secure the scene of a **Crisis Management Event**; and
 7. any other expenses pre-approved by the Company.
- CrisisResponse Costs** does not include defense costs or **Crisis Management Loss**.
- I. **CrisisResponse Sublimit of Insurance** means the **CrisisResponse Sublimit of Insurance** shown in Item 3D. of the Declarations.
- J. **Excess Casualty CrisisFund Limit of Insurance** means the **Excess Casualty CrisisFund Limit of Insurance** shown in Item 3E of the Declarations.
- K. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- L. **Impaired Property** means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:
1. it incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. the repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or
2. your fulfilling the terms of the contract or agreement.

M. **Insured** means:

1. the **Named Insured**;
2. if you are designated in the declarations as:
 - a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
 - b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers;
 - d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders;
 - e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees;
3. your employees other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
4. your volunteer workers only while performing duties related to the conduct of your business;
5. any person (other than your employee or volunteer worker) or organization while acting as your real estate manager;
6. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
7. any person or organization, other than the **Named Insured**, included as an additional insured under **Scheduled Underlying Insurance**, but not for broader coverage than would be afforded by such **Scheduled Underlying Insurance**.

Notwithstanding any of the above:

- a. no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a **Named Insured** in Item 1 of the Declarations; and
- b. no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance**. This provision shall not apply to any organization set forth in the definition of **Named Insured** in Paragraph R. 2 and 3.

N. **Insured Contract** means that part of any contract or agreement pertaining to your business under which any **Insured** assumes the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Insured Contract does not include that part of any contract or agreement:

1. that indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 2. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 3. under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those shown in subparagraph 2. above and supervisory, inspection, architectural or engineering activities.
- O. **Key Executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the **Named Insured** is a partnership) of the **Named Insured** or sole proprietor (if the **Named Insured** is a sole proprietorship). A **Key Executive** also means any other person holding a title designated by you and approved by us, which title is shown in Schedule B, Additional Key Executives attached to and forming part of this policy.
- P. **Loss** means those sums actually paid as judgments or settlements, provided, however, that if expenses incurred to defend a **Suit** or to investigate a claim reduce the applicable limits of **Scheduled Underlying Insurance**, then **Loss** shall include such expenses.
- Q. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. vehicles maintained for use solely on or next to premises you own or rent;
 3. vehicles that travel on crawler treads;
 4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers;
 6. vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment**, but will be considered **Autos**:
- a. equipment designed primarily for:

- i) snow removal;
- ii) road maintenance, but not construction or resurfacing; or
- iii) street cleaning;
- b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **Mobile Equipment** does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law are considered **Autos**.

R. Named Insured means:

1. any person or organization designated in Item 1. of the Declarations;
2. as of the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy, provided that coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
3. after the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the **Policy Period** in which you maintain an interest of more than fifty percent (50%), provided that:
 - a. coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
 - b. you give us prompt notice after you acquire or form such organization.

Subject to the provisions of Paragraphs 3a. and 3b. above, a partnership, joint venture or limited liability company that you acquire or form during the **Policy Period** may be added as an **Insured** only by a written endorsement that we make a part of this policy.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the **Policy Period**.

You agree that any organization to which paragraphs 2. and 3. above apply, will be required to be included as an **Insured** under applicable **Scheduled Underlying Insurance**. If you fail to comply with this requirement, coverage under this policy will apply as though the organization was included as an **Insured**, under the highest applicable limit of **Scheduled Underlying Insurance**.

S. Occurrence means:

1. as respects **Bodily Injury** or **Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one **Occurrence**.
2. as respects **Personal Injury and Advertising Injury**, an offense arising out of your business that causes **Personal Injury and Advertising Injury**. All damages that arise from the same, related or repeated injurious

material or act will be deemed to arise out of one **Occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

T. **Other Insurance** means a valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy.

However, **Other Insurance** does not include **Scheduled Underlying Insurance**, the **Self-Insured Retention** or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

U. **Personal Injury and Advertising Injury** means injury arising out of your business, including consequential **Bodily Injury**, arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
4. oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
5. oral or written publication, in any manner, of material that violates a person's right of privacy;
6. the use of another's advertising idea in your **Advertisement**; or
7. infringement upon another's copyright, trade dress or slogan in your **Advertisement**.

V. **Policy Period** means the period of time from the inception date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of termination of this policy.

W. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

X. **Products-Completed Operations Hazard** means all **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of **Your Product** or **Your Work** except:

1. products that are still in your physical possession; or
2. work that has not yet been completed or abandoned. However, **Your Work** will be deemed completed at the earliest of the following times:
 - a. when all of the work called for in your contract has been completed;
 - b. when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - c. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

Products-Completed Operations Hazard does not include **Bodily Injury** or **Property Damage** arising out of:

1. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the loading or unloading of that vehicle by any **Insured**; or

2. the existence of tools, uninstalled equipment or abandoned or unused materials.

Y. **Property Damage** means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **Occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Z. **Retained Limit** means:

1. the total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance** providing coverage to the **Insured**; or
2. the **Self-Insured Retention** applicable to each **Occurrence** that results in damages not covered by **Scheduled Underlying Insurance** nor any applicable **Other Insurance** providing coverage to the **Insured**.

AA. **Scheduled Underlying Insurance** means:

1. the policy or policies of insurance and limits of insurance shown in the Schedule of Underlying Insurance forming a part of this policy; and
2. automatically any renewal or replacement of any policy in Paragraph 1. above, provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced.

Scheduled Underlying Insurance does not include a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

BB. **Self-Insured Retention** means the amount that is shown in Item 5. of the Declarations.

CC. **Suit** means a civil proceeding in which damages because of **Bodily Injury, Property Damage, or Personal Injury and Advertising Injury** to which this policy applies are alleged. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which the **Insured** must submit or does submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with our consent.

DD. **Your Product** means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or

products.

Your Product includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Product; and
2. the providing of or failure to provide warnings or instructions.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

EE. Your Work means:

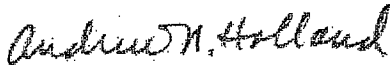
1. work or operations performed by you or on your behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

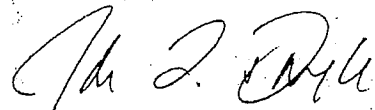
1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Work; and
2. the providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by one of our duly authorized representatives, where required by law.

By signing below, our President and Secretary agree on our behalf to all the terms of this policy.




Secretary



President

This policy shall not be valid unless signed at the time of issuance by our authorized representative, either below or on the Declarations page of the policy.


Christopher G. Kopser

Authorized Representative

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury--in concurrence with the Secretary of State, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$12.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

ENDORSEMENT No. 1

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Policy with CrisisResponse®

Act of Terrorism Self-Insured Retention Endorsement

Solely with respect to any Act of Terrorism, this policy is amended as follows:

The DECLARATIONS, ITEM 5. SELF-INSURED RETENTION is amended to include the following additional Self-Insured Retention:

ACT OF TERRORISM SELF-INSURED RETENTION - \$1,000,000 Each Occurrence (As respects all liability covered under this policy arising out of any Act of Terrorism.) The Act of Terrorism Self-Insured Retention will not be reduced or exhausted by Defense Expenses.

ITEM 6. OF THE DECLARATIONS, PREMIUM AND PREMIUM COMPUTATION is amended to include the following:

ACT OF TERRORISM PREMIUM \$12.00

Section IV. LIMITS OF INSURANCE, is amended to include the following additional provision:

The Act of Terrorism Self-Insured Retention applies whether or not there is any available **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**. If there is **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**, amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the **Act of Terrorism Self-Insured Retention**. However, in no event will amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for the payment of **Defense Expenses** reduce the **Act of Terrorism Self-Insured Retention**.

Section III. DEFENSE PROVISIONS, Paragraphs A. 1. and A. 2., and D. are deleted in their entireties, and Paragraph A. is replaced by the following:

- A. We will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

Section VII. DEFINITIONS is amended to include the following additional definition:

Act of Terrorism means:

1. any act which is verified or recognized by the United States Government as an act of terrorism, including a certified "act of terrorism" defined by Section 102. Definitions., of the Terrorism Risk Insurance Act of 2002 and any revisions, amendments, or extensions thereto; or

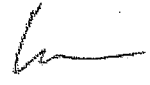
2. the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Defense Expenses means any payment allocated to a specific loss, claim or **Suit** for its investigation, settlement or defense, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;
4. Costs taxed against the **Insured** in any claim or **Suit**;
5. Pre-judgment interest awarded against the **Insured**;
6. Interest that accrues after entry of judgment.

It is understood and agreed that if any other endorsement to this policy excludes terrorism liability arising in one or more specified countries, the provisions of such exclusion shall supersede this endorsement.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser
Authorized Representative
or Countersignature (in States Where Applicable)

ENDORSEMENT No. 2

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponseSM

Automobile Liability Follow-Form Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

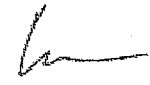
Automobile Liability

This insurance does not apply to any liability arising out of the ownership, maintenance, operation, use or entrustment to others of any Auto owned or operated by or rented or loaned to any Insured. Use includes operation and loading or unloading of any Auto.

However, this exclusion will not apply if coverage is provided for Bodily Injury or Property Damage by Scheduled Underlying Insurance.

Coverage under this policy for such Bodily Injury or Property Damage will follow the terms, definitions, conditions and exclusions of Scheduled Underlying Insurance, subject to the Policy Period, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by Scheduled Underlying Insurance.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.


Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)